

**AGREEMENT ON PROVISION OF FINANCIAL SERVICES:****UIN:**

1. This agreement is entered into between Dukascopy Europe IBS AS, registration number: 40003344762 ("Dukascopy Europe"), legal address: Lacplesa street 20a-1, Riga, LV-1011, Latvia (Lāčplēša iela 20a-1, Rīga, LV-1011, Latvija) and Client signed below;
2. The Client shall access services through the SWFX Marketplace Trading System. Trading orders shall be submitted using the facilities available on the respective interface. Alternatively, the Client may give trading instructions to Dukascopy Europe by telephone, if for any reason he is not able to get access to his trading platform. Dukascopy Europe shall provide the Client with its unique PIN, login and password to enable access to the SWFX Marketplace Trading System. The Client shall keep those codes secret and protect them against misuse and to change his password regularly. He shall be responsible for the loss or misuse of such identification codes and shall bear exclusive liability for any consequence of their use by unauthorized persons;
3. The Client and Dukascopy Europe are entitled to use various means of communication, such as telephone, fax, e-mail, internet, application programming interface (API), Skype, and other similar technological solutions for Communications purposes. By sending and receiving Communications to and from Dukascopy Europe through any of these communication means, the client acknowledges and agrees that he may be exposed to inherent risks such as, without limitation, the failure of hardware, software and communications infrastructure;
4. For the execution of the trading orders of the Client and the maintaining of the Client's multi-currency exposure and margin account(s), Dukascopy Europe shall directly debit a commission from the Client's account(s). Additional mark-up may be charged to clients having access to third party software or trading systems. If commissions charged to the Client are not included in the price of the services, Dukascopy Europe shall provide online trading history statements mentioning details of the trading operations, account balances and commissions charged. Upon written Client's request, Dukascopy Europe shall provide online account statements where commissions are included in the execution price of each transaction;
5. The commission policy is available on Dukascopy Europe's website ([www.dukascopy.eu](http://www.dukascopy.eu)) and as amended from time to time is binding on the parties and applies as an integral part of these Agreement;
6. The Client shall indemnify and keep Dukascopy Europe indemnified against all losses, taxes, expenses, costs and liabilities whatsoever (present, future, contingent or otherwise, and including reasonable legal fees) which may be suffered or incurred by Dukascopy Europe as a result of or in connection with: (i) any breach of terms and conditions by the Client; (ii) Dukascopy Europe entering into any transaction for the account of the Client hereunder; (iii) Dukascopy Europe taking any of the steps which it is entitled to take upon the occurrence of an event of default; unless and only to the extent that such losses, taxes, expenses, costs and liabilities are suffered or incurred as a result of Dukascopy Europe's gross negligence or wilful default. These indemnities shall be in addition to any other right, indemnity or claim which Dukascopy Europe may have under these Conditions or general law and shall not be affected by any variation or limitation of these Conditions. This Section shall survive any termination of the relationship with the Client;
7. The Client shall communicate any complaint in writing to Dukascopy Europe. Dukascopy Europe shall investigate any written complaint, if sufficiently documented, and communicate its position to the Client. The Client and Dukascopy Europe shall make every endeavour to amicably resolve any dispute, in good faith and in a constructive manner;
8. Dukascopy Europe shall be entitled to amend this Agreement any time by giving a notice of minimum thirty (30) calendar days, including but not limited to a notice given by e-mail to the Client. Such changes shall become effective on the date specified in the notice, unless expressly disapproved by the Client within thirty (30) calendar days as from the date of notification, in which case the parties may exercise their right to terminate the Agreement in accordance with the conditions. Dukascopy Europe expressly reserves the right to use its website to inform the Client about any changes in these conditions and the posting of a notice on Dukascopy Europe's website shall be deemed a valid notification of such changes to the Client. The Client undertakes to regularly monitor Dukascopy Europe's website and/or to regularly access his online reporting. Dukascopy Europe reserves a right to terminate this Agreement with immediate effect;
9. The client agrees that further agreements will be concluded in electronic way using Client's identification procedure and shall constitute integral part of Agreement on Provision of Financial Services.

Signature of the Client: \_\_\_\_\_

Signature of Dukascopy Europe: \_\_\_\_\_

Place and date: \_\_\_\_\_

Place and date: \_\_\_\_\_

**IDENTIFICATION OF THE BENEFICIAL OWNER**

The contracting partner hereby declares that the individual below is the beneficial owner of the assets deposited under the account opened with Dukascopy Europe, the contracting partner's details must be set out below:

1. Last Name(s), First name(s):  
Date of birth:  
Full Address:  
Country of residency:  
Nationality:

**The contracting partner undertakes to inform Dukascopy Europe of any changes. The deliberate provision of false information in this form may be a criminal offense.**

Place and date: \_\_\_\_\_

Signature of the Client: \_\_\_\_\_